defendant for use of the car, the application of the principle to this case is interesting. The court have made a new application of an old principle, and follow the conclusions of the only previous case exactly in point. *M. C. R. Co.* v. *C., & M. R. Co.*, 1 Ill., App. 399.

GUARDIAN AND WARD—TESTAMENTARY GUARDIAN.—A striking application of the well settled principle that no person is authorized to appoint a testamentary guardian to any but his own children, is found in a recent Georgia case. A husband, after the death of his wife, released by written agreement to his parents-at-law, all his parental power, custody and control over his minor son, then less than two years old. The grandparents turned the care of the child over to his maternal aunt, who was plaintiff in *habeas corpus* to gain control of the child. The grandfather, the survivor of the grandparents, by his last will and testament, appointed his son, uncle of the child, "Guardian in his stead." *Held*, that the appointment of the uncle as testamentary guardian was a nullity, and that while a father has the right to part with the legal control of his children, the one to whom such control is granted cannot perpetuate the alienation of child and parent by the appointment of a testamentary guardian. *Lamar et. at.* v. *Harris* (1903), — Ga. — 44 S. E. Rep. 866.

See WOERNER'S AMERICAN LAW OF GUARDIANSHIP, Art. 20, page 61; SCHOULER'S DOMESTIC RELATIONS, Art. 287, page 429; SHELFORD'S MARRIAGE AND DIVORCE, page 691; *Villareal* v. *Mellish*, 2 Swanst. 533; *Hoyt et al.* v. *Hilton et al.*, 2 Edws. Ch. 202; *Williamson* v. *Jordon*, Busb. Eq. 46; *Taylor* v. *Jeter*, 33 Ga. 195.

INSURANCE—PLEADING—WAIVER—FAILURE OF NOTICE AND PROOF—GENERAL AND SPECIFIC DENIAL OF CODE—EXTERNAL, VIOLENT, AND ACCIDENTAL INJURIES.—A policy insured "against bodily injuries sustained through external, violent, or accidental injuries," but provided that it should not cover injuries "resulting from anything accidentally or otherwise taken, administered, absorbed or inhaled." It provided that "immediate written notice of accident must be given," and that "affirmative proof of loss must be furnshed as soon as the nature and extent of the same can be determined, and any legal proceeding for recovery must be commenced in six months in cases of death." This action was brought three years and a half after the death of the insured. The petition alleged that the insured died from an over dose of morphine, administered by a physician for the purpose of allaying pain, and that immediate written notice was given to the defendant.

The defendant filed an amended answer admitting the issuance of the policy and death of the insured, but denying all the other allegations of the petition "not hereinafter specifically admitted." The amended answer also averred that the insured "did not die of any bodily injury sustained through any external, violent, or accidental means," and that no written notice of accident or proof of loss or death was ever furnished to the defendant. The jury found that no notice or proof of death was given to the defendant till the filing of this suit.

Held, (1.) That defendant did not by denying liabilility waive the defense based on neglect to give notice of accident and proof of loss.

(2.) That an answer denying "each and every other allegation of the petition not specifically admitted" is neither the general nor special denial called for by the statute.

(3.) That since no forfeiture is expressly provided for by the policy the failure to give notice and proof furnishes no defense.